


<b>REQUEST FOR QUOTATION</b> (This is NOT an Order)		This RFQ <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a small business set-aside		Page 1 Of 26
<b>1. Request No.</b> DAAE20-98-T-0101	<b>2. Date Issued</b> 1998FEB19	<b>3. Requisition/Purchase Request No.</b> See Section II	<b>4. Cert For Nat Def. Under BDSA</b> Reg. 2 and/or DMS Reg. 1 	<b>Rating</b> DOA5
<b>5A. Issued By</b> ACALA AMSTA-AC-PCW-B ROCK ISLAND IL 61299-7630  EMAIL: KWARNER@RIA-EMH2.ARMY.MIL			<b>6. Deliver by (Date)</b> See Section II	
			<b>7. Delivery</b> <input type="checkbox"/> FOB Destination <input checked="" type="checkbox"/> Other (See Section II)	
<b>5B. For Information Call: (Name and telephone no.) (No collect calls)</b> KATHY A WARNER      (309) 782-3148			<b>9. Destination (Consignee and address, including Zip Code)</b>  See Section II	
<b>8. To: Name and Address, Including Zip Code</b>				
<b>10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date)</b>		<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

11. Schedule (Include applicable Federal, State, and local taxes)					
Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
	(See Section II)				

12. Discount For Prompt Payment	a. 10 Calendar Days	b. 20 Calendar Days	c. 30 Calendar Days	d. Calendar Days	
	%	%	%	Number	Percentage

NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.			
13. Name and Address of Quoter (Street, City, County, State and Zip Code)	14. Signature of Person Authorized to Sign Quotation		15. Date of Quotation
	16. Signer		
	a. Name (Type or Print)	b. Telephone Area Code	
	c. Title (Type or Print)	Number	

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Name of Offeror or Contractor:

SECTION I - COVER SHEET/SUPPLEMENTAL INFORMATION

NARRATIVE I-1

REQUEST YOUR QUOTATION REMAIN VALID FOR 90 DAYS.

DATAFAX NUMBER IS 309-782-4728.

REQUEST YOU FILL OUT CLAUSES KF7019, KF7020, KF7036 AND KF6006.

PLEASE PROVIDE YOUR CEC# AND TAXPAYER ID CODE:

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PLEASE PROVIDE YOUR CAGE OR FSCM CODE \_\_\_\_\_.

FOR PREVIOUS HISTORY CALL 309-782-8094 BETWEEN THE HOURS OF 9:00 - 11:00 A.M. AND 1:00 - 3:00 P.M. CENTRAL TIME.

END OF NARRATIVE I-1

NARRATIVE I-2

AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER. THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.

FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES.

END OF NARRATIVE I-2



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SECTION IV - CONTRACT CLAUSES

For Local Clauses See:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	01-SEP-1990
2	52.211-5	NEW MATERIAL	01-OCT-1997
3	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	01-JUL-1996
4	52.222-26	EQUAL OPPORTUNITY	01-APR-1984
5	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	01-APR-1984
6	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	01-APR-1984
7	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	01-JAN-1988
8	52.223-6	DRUG-FREE WORKPLACE	01-JAN-1997
9	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	01-MAY-1992
10	52.225-3	BUY AMERICAN ACT - SUPPLIES	01-JAN-1989
11	52.232-1	PAYMENTS	01-APR-1984
12	52.232-11	EXTRAS	01-APR-1984
13	52.232-25	PROMPT PAYMENT	01-JUN-1997
14	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	01-AUG-1996
15	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	01-MAY-1997
16	52.233-3	PROTEST AFTER AWARD	01-OCT-1995
17	52.242-15	STOP-WORK ORDER	01-AUG-1989
18	52.242-17	GOVERNMENT DELAY OF WORK	01-APR-1984
19	52.243-1	CHANGES - FIXED PRICE	01-AUG-1987
20	52.245-9	USE AND CHARGES	01-APR-1984
21	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	01-APR-1984
22	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	01-AUG-1996
23	52.247-34	F.O.B. DESTINATION	01-JAN-1991
24	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	01-JUL-1995
25	52.253-1	COMPUTER GENERATED FORMS	01-JAN-1991
26	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	01-APR-1992
	DFARS		
27	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	01-DEC-1991
	DFARS		
28	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES	01-JAN-1997
	DFARS		
29	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	01-FEB-1997
	DFARS		
30	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	01-JUN-1997
	DFARS		
31	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	01-JUN-1997
	DFARS		
32	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	01-AUG-1992
	DFARS		
33	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	01-DEC-1991
	DFARS		
34	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	01-DEC-1991
	DFARS		
35	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	01-JAN-1997

(a) 'Hazardous material,' as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert NONE)

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**Name of Offeror or Contractor:**

Identification No.

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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Director  
Armament and Chemical Acquisition and Logistics Activity (ACALA)  
ATTN: AMSTA-AC-SF  
Rock Island, IL 61299-7630

Commander  
U.S. Army Industrial Operations Command (IOC)  
ATTN: AMSIO-TMO  
Rock Island, IL 61299-6000

Director  
Armament and Chemical Acquisition and Logistics Activity (ACALA)  
ATTN: AMSTA-AC-PCW-B/K. WARNER  
Rock Island, IL 61299-7630

Director  
Armament and Chemical Acquisition and Logistics Activity (ACALA)  
ATTN: AMSTA-AR-ESK

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**Name of Offeror or Contractor:**

Rock Island, IL 61299-7630

(HF6013)

36 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) 01-APR-1984

(a) Definition. 'Contract date,' as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with the specification titled ANSI/ISO/ASQC Q9003 OR EQUIVALENT, in effect on the contract date, which is hereby incorporated into this contract.

(EF6001)

37 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY 01-DEC-1991  
DFARS

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

NONE

(BA6700)

38 (52.246-4500 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) 01-MAR-1988  
ACALA)

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Director  
Armament and Chemical Acquisition and Logistics Activity  
ATTN: AMSTA-AC-PCW-B/K. WARNER  
Rock Island, IL 61299-7630

2. FMS/MAP copies:

NONE

(End of clause)  
(HS6502)

39 52.210-4501 DRAWINGS/SPECIFICATION 01-MAR-1988  
ACALA

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 12599352 with revisions in

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effect as of 24JUN97 (except as follows):

<u>DOCUMENT</u>	<u>DELETE</u>	<u>REPLACE WITH</u>
766-569	QQ-S-766	ASTMA240
SPI 12599352	INITIAL RELEASE	REV A (HARD COPY) 1 SHEET

(CS6100)

40	52.211-4502	PACKAGING REQUIREMENTS	01-SEP-1997
	ACALA		

(a) Packaging shall be in accordance with ASTM D 3951, revision 95, dated July 15, 1995. The unit package quantity shall be 001. Marking shall be in accordance with MIL-STD-129 ''Standard Practice for Military Packaging,'' revision N, dated 15MAY97. Bar code requirements apply.

EXCEPTION: SPECIAL PACKAGING INSTRUCTION P12599352 DOES NOT APPLY FOR THIS PROCUREMENT, HOWEVER IT MAY BE USED FOR GUIDANCE

(End of clause)

(DS6404)

41	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	01-OCT-1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

42	52.222-20 FAR	WALSH-HEALEY PUBLIC CONTRACTS ACT	01-DEC-1996
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(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

43	52.227-1	AUTHORIZATION AND CONSENT	01-JUL-1995
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(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at

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any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

44	52.233-1	DISPUTES	01-OCT-1995
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(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613)

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) ''Claim,'' as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim--

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using--

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: ''I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.''

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

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(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision with 60 days of the request. For Contractor-certified claims or \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

(IF7249)

45      52.244-6      SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS      01-OCT-1995

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

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52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

01-APR-1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

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The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

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(IA7001)

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(FA7001)

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50      252.211-7005      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS      01-AUG-1997  
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and Military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation.

(c) An offeror proposing to use an SPI process shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted, and the specific paragraph or other location in the solicitation where the military or Federal specification or standard is required;

(2) Provide a copy of the Department of Defense acceptance of the SPI process;

(3) Identify each facility at which the offeror proposes to use the specific SPI process; and

(4) Unless provided in response to paragraph (c)(2) of this clause, provide the name and telephone number of the cognizant Administrative Contracting Officer for each facility where the SPI process is proposed for use.

(d) Absent a determination at the head of the contracting activity or program executive officer level that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item and Subline Item Number and Requirement Citation: \_\_\_\_\_

Cognizant Administrative

Contracting Officer: \_\_\_\_\_

(End of clause)  
(IA7008)

51      252.223-7001      HAZARD WARNING LABELS      01-DEC-1991  
DFARS

(a) ''Hazardous material,'' as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;

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**Name of Offeror or Contractor:**

- (4) Federal Hazardous Substances Act; or  
(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert      None      )      ACT

\_\_\_\_\_  
\_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract.

(End of Clause)

(HA7704)

52      2880      .

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

53      HQ, DA      NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES      01-JUL-1993

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

5452-201-4501NOTICE ABOUT ACALA OMBUDSMAN01-NOV-1995

a. We have an Ombudsman Office here at the U.S. Armament and Chemical Acquisition and Logistics Activity (ACALA). Its purpose is to open another channel of communication with ACALA contractors.

- b. If you think that this solicitation:
1. has inappropriate requirements; or

2. needs streamlining; or

3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army ACALA  
AMSTA-AC-AP (OMBUDSMAN)  
Rock Island IL 61299-7630  
Toll Free: 1-888-782-6621 or Commercial: (309) 782-6621  
Electronic Mail Address: AMSTA-AC-AP@ria-emh2.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
- (1) ACALA solicitation number;

(2) Name of PCO;

(3) Problem description;

(4) Summary of your discussions with the buyer/PCO.

(End of clause)

AS7006

5552.211-4503INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL01-DEC-1997  
ACALASPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

(c) An offeror proposing to use an SPI process under this soliciltation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

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**Name of Offeror or Contractor:**

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

56	52.232-4503	CONTRACTOR'S REMITTANCE ADDRESS	01-AUG-1994
	ACALA		

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name\_\_\_\_\_

Address\_\_\_\_\_

City & State\_\_\_\_\_

(End of Clause)

(GS7015)

57	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	01-MAY-1994
	ACALA		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

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**Name of Offeror or Contractor:**

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

58	52.246-4531	ACCEPTANCE INSPECTION EQUIPMENT (AIE)	01-DEC-1997
	ACALA		

(a) The contractor shall use a calibration system for the AIE used on this contract that meets the requirements of ANSI/NCSL Z 540-1, ISO 10012-1, or an alternative system agreed to by the Government.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as ''Critica, Special or Major'' shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on comercial off the shelf equipment, the contractor shall include the manufacturer's name, model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer gneerated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously approved contractor AIE design documentation have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE design documentation that indicates the prior approval and states that no changes have occurred.

(g) The Government reserves the right to disapporve, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(End of clause)

(ES7018)

59	52.247-4521	UNITIZATION/PALLETIZATION	01-MAR-1988
	ACALA		

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(a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.

(b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7203)

60	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	01-MAY-1993
	ACALA		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

Name of Offeror or Contractor:

SECTION V - PERFORMANCE REQUIREMENTS				
List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	CD ROM	24-JUN-97	001	
Attachment 002	SPECIAL PACKAGING INSTRUCTION	01-MAY-97	001	
Attachment 003	DOCUMENT SUMMARY LIST		003	
Attachment 004	DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM		001	
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	15-JAN-98	007	

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SECTION VI - OFFER EVALUATION/SUBMISSION INFORMATION

For Local Clauses See:

	Regulatory Cite	Title	Date
1	52.204-6	CONTRACTOR IDENTIFICATION NUMBER-DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	01-DEC-1996
2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS)	01-JUN-1997
3	52.222-21	CERTIFICATION OF NONSEGREGATED FACILITIES	01-APR-1984
4	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	01-DEC-1991
5	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	01-SEP-1990

Any contract awarded as a result of this solicitation will be a DO-A5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

6	52.216-1	TYPE OF CONTRACT	01-APR-1984
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The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.  
(LF6008)

7	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	01-JAN-1997
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(a)(1) The standard industrial classification (SIC) code for this acquisition is 3499.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it\_\_\_\_\_is,\_\_\_\_\_is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block(b)(1) of this section.) The offeror represents as part of its offer that it \_\_\_\_\_is, \_\_\_\_\_ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it \_\_\_\_\_is. \_\_\_\_\_ is not a women-owned small business concern.

(c) Definitions. Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically

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**Name of Offeror or Contractor:**

disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

End of provision

(KF6006)

8      52.233-2      SERVICE OF PROTEST      01-OCT-1995

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from MARY J. DONOVAN. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

End of Clause

(LF6254)

9      52.204-3      TAXPAYER IDENTIFICATION      01-JUN-1997

(a) Definitions.

"Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status", as used in this solicitation provision, means a designation as to whether the offeror is a corporate

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entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the IRS to be used by the contractor in reporting income tax and other returns.

(b) All Offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- ( ) TIN: \_\_\_\_\_
- ( ) TIN has been applied for.
- ( ) TIN is not required because
- ( ) Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ( ) Offeror is an agency or instrumentality of a foreign government;
- ( ) Offeror is an agency or instrumentality of a Federal, state, or local government;
- ( ) Other. State basis. \_\_\_\_\_

(d) Corporate Status.

- ( ) Corporation providing medical and health care services or engaged in the billing and collecting of payments for such services;
- ( ) Other corporate entity;
- ( ) Not a corporate entity;
- ( ) Sole proprietorship
- ( ) Partnership
- ( ) Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ( ) Name and TIN of common parent:
- Name: \_\_\_\_\_
- TIN: \_\_\_\_\_

(KF7043)

10                      52.207-4                      ECONOMIC PURCHASE QUANTITY - SUPPLIES                      01-AUG-1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

PRICE

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<u>ITEM</u>	<u>QUANTITY</u>	<u>QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(KF7003)

11            52.215-4            TYPE OF BUSINESS ORGANIZATION            01-OCT-1997

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as,  
( ) an individual,  
( ) a partnership,  
( ) a nonprofit organization,  
( ) a joint venture, or  
( ) a corporation incorporated under the laws of the State of\_\_\_\_\_.

(b) If the offeror or respondent is a foreign entity, it operates as  
( ) an individual,  
( ) a partnership,  
( ) a nonprofit organization,  
( ) a joint venture, or  
( ) a corporation, registered for business in (country)\_\_\_\_\_.

(End of Provision)

(KF7022)

12            52.222-22            PREVIOUS CONTRACTS AND COMPLIANCE REPORTS            01-APR-1984

The offeror represents that -

?(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(KF7019)

13            52.222-25            AFFIRMATIVE ACTION COMPLIANCE            01-APR-1984

The offeror represents that (a) it  
( ) has developed and has on file,  
( ) has not developed and does not have on file,  
at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR

Name of Offeror or Contractor:

60-1 and 60-2), or (b) it  
( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(KF7020)

14	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	01-APR-1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)  
(LF7015)

15	252.225-7000 DFARS	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE	01-DEC-1991
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(a) Definitions.

''Domestic end product,'' ''qualifying country,'' ''qualifying country end product,'' and ''nonqualifying country end product'' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitaion.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonnqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known)
------------------	------------------------------

**Name of Offeror or Contractor:**

(KA7702)

16            252.225-7003            INFORMATION FOR DUTY-FREE ENTRY EVALUATION  
             DFARS

01-DEC-1991

(a) Is the offer based on furnishing any supplies (i.e., end items, components, or material) of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this solicitation?

Yes ( )

No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ( )

No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( )

No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$\_\_\_\_\_

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(d) Offers will be evaluated on a duty included basis except to the extent that--

(1) The supplies are qualifying country end products as defined in the Buy American Act and Balance of Payments Program clause of this solicitation; or

(2) The duty-free price is specified for use in the evaluation procedure.

(End of provision)

(MA7700)

17                      3100

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-98-T-0101 <b>MOD/AMD</b>	<b>Page 24 of 26</b> REPRINT
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**Name of Offeror or Contractor:**

(KA7001)

18                      3170                      `

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

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(LA7001)

19                      3460                      `

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

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MA7001

20                      52.215-4507                      EVALUATION OF OFFERS                      01-MAR-1988  
ACALA

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)

21                      52.245-4519                      EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND                      01-FEB-1996  
ACALA                      RESEARCH PROPERTY

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

\_\_\_\_\_ Offer is predicated on use of Government property in offeror's possession.

\_\_\_\_\_ Offer is predicated on use of Government property in possession of offeror's proposed subcontractors or vendors.

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**Name of Offeror or Contractor:**

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement: \_\_\_\_\_

Number and Date: \_\_\_\_\_

Cognizant Government Agency (including address): \_\_\_\_\_

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

Bidders are cautioned that if a bid is submitted in response to an invitation for bids and if that bid is predicated on the use of Government property, then the failure of the bidder to submit the information required in this paragraph (c) may result in the bid being determined nonresponsive.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: \_\_\_\_\_ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent-free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{TxRxPxS}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

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Name of Offeror or Contractor:			

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any propesctive subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

(i) Refuse to authorize the subcontractors use of such property, or;

(ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7006)

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## SECTION IV - CONTRACT CLAUSES

AUTO	IF0010	52.211-15	01-SEP-90	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
AUTO	IF0008	52.211-5	01-OCT-97	NEW MATERIAL
ADDED	IF0042	52.219-6	01-JUL-96	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
AUTO	IF0057	52.222-26	01-APR-84	EQUAL OPPORTUNITY
AUTO	IF0061	52.222-35	01-APR-84	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
AUTO	IF0063	52.222-36	01-APR-84	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
AUTO	IF0330	52.222-37	01-JAN-88	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
ADDED	IF0326	52.223-6	01-JAN-97	DRUG-FREE WORKPLACE
AUTO	IF0125	52.225-11	01-MAY-92	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
AUTO	IF0358	52.225-3	01-JAN-89	BUY AMERICAN ACT - SUPPLIES
AUTO	IF0086	52.232-1	01-APR-84	PAYMENTS
AUTO	IF0089	52.232-11	01-APR-84	EXTRAS
AUTO	IF0432	52.232-25	01-JUN-97	PROMPT PAYMENT
AUTO	IF0452	52.232-33	01-AUG-96	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT
AUTO	IF0327	52.232-8	01-MAY-97	DISCOUNTS FOR PROMPT PAYMENT
AUTO	IF0443	52.233-3	01-OCT-95	PROTEST AFTER AWARD
ADDED	FF0027	52.242-15	01-AUG-89	STOP-WORK ORDER
AUTO	FF0028	52.242-17	01-APR-84	GOVERNMENT DELAY OF WORK
AUTO	IF0159	52.243-1	01-AUG-87	CHANGES - FIXED PRICE
ADDED	IF0112	52.245-9	01-APR-84	USE AND CHARGES
ADDED	IF0285	52.246-1	01-APR-84	CONTRACTOR INSPECTION REQUIREMENTS
ADDED	EF0001	52.246-2	01-AUG-96	INSPECTION OF SUPPLIES - FIXED-PRICE
ADDED	FF0036	52.247-34	01-JAN-91	F.O.B. DESTINATION
ADDED	FF0016	52.247-48	01-JUL-95	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT
AUTO	IF0092	52.253-1	01-JAN-91	COMPUTER GENERATED FORMS
AUTO	IA0601	252.204-7003 DFARS	01-APR-92	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
ADDED	IA0733	252.225-7002 DFARS	01-DEC-91	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
AUTO	IA0736	252.225-7009 DFARS	01-JAN-97	DUTY-FREE ENTRY--QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES
ADDED	IA0740	252.225-7014 DFARS	01-FEB-97	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I

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AUTO	IA0555	252.225-7016 DFARS	01-JUN-97	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
AUTO	IA0747	252.225-7025 DFARS	01-JUN-97	RESTRICTION ON ACQUISITION OF FORGINGS
AUTO	IA0605	252.232-7006 DFARS	01-AUG-92	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD
AUTO	IA0526	252.243-7001 DFARS	01-DEC-91	PRICING OF CONTRACT MODIFICATIONS
AUTO	IA0527	252.246-7000 DFARS	01-DEC-91	MATERIAL INSPECTION AND RECEIVING REPORT
CHANGED	HF6013	52.223-3	01-JAN-97	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

(a) 'Hazardous material,' as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert NONE)

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Identification No.

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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

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(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Director  
Armament and Chemical Acquisition and Logistics Activity (ACALA)  
ATTN: AMSTA-AC-SF  
Rock Island, IL 61299-7630

Commander  
U.S. Army Industrial Operations Command (IOC)  
ATTN: AMSIO-TMO  
Rock Island, IL 61299-6000

Director  
Armament and Chemical Acquisition and Logistics Activity (ACALA)  
ATTN: AMSTA-AC-PCW-B/K. WARNER  
Rock Island, IL 61299-7630

Director  
Armament and Chemical Acquisition and Logistics Activity (ACALA)  
ATTN: AMSTA-AR-ESK  
Rock Island, IL 61299-7630

(HF6013)

CHANGED	EF6001	52.246-11	01-APR-84	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)
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(a) Definition. 'Contract date,' as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with the specification titled ANSI/ISO/ASQC Q9003 OR EQUIVALENT, in effect on the contract date, which is hereby incorporated into this contract.

(EF6001)

CHANGED	BA6700	252.225-7008	01-DEC-91	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY DFARS
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In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

NONE

(BA6700)

CHANGED	HS6502	(52.246-4500	01-MAR-88	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) ACALA)
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Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

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Send copies to:

## 1. Purchasing Office

Director  
 Armament and Chemical Acquisition and Logistics Activity  
 ATTN: AMSTA-AC-PCW-B/K. WARNER  
 Rock Island, IL 61299-7630

## 2. FMS/MAP copies:

NONE

(End of clause)  
 (HS6502)

CHANGED	CS6100	52.210-4501	01-MAR-88	DRAWINGS/SPECIFICATION
		ACALA		

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 12599352 with revisions in effect as of 24JUN97 (except as follows):

<u>DOCUMENT</u>	<u>DELETE</u>	<u>REPLACE WITH</u>
766-569	QQ-S-766	ASTMA240
SPI 12599352	INITIAL RELEASE	REV A (HARD COPY) 1 SHEET

(CS6100)

CHANGED	DS6404	52.211-4502	01-SEP-97	PACKAGING REQUIREMENTS
		ACALA		

(a) Packaging shall be in accordance with ASTM D 3951, revision 95, dated July 15, 1995. The unit package quantity shall be 001. Marking shall be in accordance with MIL-STD-129 'Standard Practice for Military Packaging,' revision N, dated 15MAY97. Bar code requirements apply.

EXCEPTION: SPECIAL PACKAGING INSTRUCTION P12599352 DOES NOT APPLY FOR THIS PROCUREMENT, HOWEVER IT MAY BE USED FOR GUIDANCE

(End of clause)

(DS6404)

AUTO	IF7003	52.215-8	01-OCT-97	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
AUTO	IF7114	52.222-20 FAR	01-DEC-96	WALSH-HEALEY PUBLIC CONTRACTS ACT
ADDED	IF7220	52.227-1	01-JUL-95	AUTHORIZATION AND CONSENT
AUTO	IF7249	52.233-1	01-OCT-95	DISPUTES
AUTO	IF7253	52.244-6	01-OCT-95	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
AUTO	IF7016	52.252-6	01-APR-84	AUTHORIZED DEVIATIONS IN CLAUSES
AUTO	EA7001	0710		

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AUTO	IA7001	0710		'
AUTO	FA7001	0710		`
AUTO	IA7008	252.211-7005	01-AUG-97	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS DFARS
ADDED	HA7704	252.223-7001	01-DEC-91	HAZARD WARNING LABELS DFARS
AUTO	HA7001	2880		.
AUTO	AA7020	HQ, DA	01-JUL-93	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES
AUTO	AS7006	52-201-4501	01-NOV-95	NOTICE ABOUT ACALA OMBUDSMAN
AUTO	AS7008	52.211-4503	01-DEC-97	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL ACALA SPECIFICATIONS AND STANDARDS
AUTO	GS7015	52.232-4503	01-AUG-94	CONTRACTOR'S REMITTANCE ADDRESS ACALA
ADDED	ES7012	52.246-4528	01-MAY-94	REWORK AND REPAIR OF NONCONFORMING MATERIAL ACALA
ADDED	ES7018	52.246-4531	01-DEC-97	ACCEPTANCE INSPECTION EQUIPMENT (AIE) ACALA
ADDED	DS7203	52.247-4521	01-MAR-88	UNITIZATION/PALLETIZATION ACALA
AUTO	HS7600	52.247-4545	01-MAY-93	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION ACALA

## SECTION VI - OFFER EVALUATION AND SUBMISSION INFORMATION

AUTO	KF0005	52.204-6	01-DEC-96	CONTRACTOR IDENTIFICATION NUMBER-DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
AUTO	LF0600	52.211-2	01-JUN-97	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS)
AUTO	KF0001	52.222-21	01-APR-84	CERTIFICATION OF NONSEGREGATED FACILITIES
ADDED	LA0700	252.204-7001	01-DEC-91	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE DFARS
CHANGED	LF6014	52.211-14	01-SEP-90	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE

Any contract awarded as a result of this solicitation will be a DO-A5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

CHANGED	LF6008	52.216-1	01-APR-84	TYPE OF CONTRACT
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The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.  
(LF6008)

AUTO/CHANGE	KF6006	52.219-1	01-JAN-97	SMALL BUSINESS PROGRAM REPRESENTATIONS
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(a)(1) The standard industrial classification (SIC) code for this acquisition is 3499.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block(b)(1) of this section.) The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a women-owned small business concern.

(c) Definitions. Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

End of provision

(KF6006)

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AUTO/CHANGE LF6254 52.233-2 01-OCT-95 SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from MARY J. DONOVAN. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

End of Clause

(LF6254)

AUTO	KF7043	52.204-3	01-JUN-97	TAXPAYER IDENTIFICATION
AUTO	KF7003	52.207-4	01-AUG-87	ECONOMIC PURCHASE QUANTITY - SUPPLIES
AUTO	KF7022	52.215-4	01-OCT-97	TYPE OF BUSINESS ORGANIZATION
AUTO	KF7019	52.222-22	01-APR-84	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
AUTO	KF7020	52.222-25	01-APR-84	AFFIRMATIVE ACTION COMPLIANCE
AUTO	LF7015	52.252-5	01-APR-84	AUTHORIZED DEVIATIONS IN PROVISIONS
ADDED	KA7702	252.225-7000 DFARS	01-DEC-91	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
ADDED	MA7700	252.225-7003 DFARS	01-DEC-91	INFORMATION FOR DUTY-FREE ENTRY EVALUATION
AUTO	KA7001	3100		`
AUTO	LA7001	3170		`
AUTO	MA7001	3460		`
AUTO	MS7100	52.215-4507 ACALA	01-MAR-88	EVALUATION OF OFFERS
ADDED	MS7006	52.245-4519 ACALA	01-FEB-96	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY